

BILL NO. S-72-07-05

SPECIAL ORDINANCE NO. S- 66-72

AN ORDINANCE approving contracts with
BAUER BROTHERS COMPANY, REX CHAINBELT,
INC. and SWECO, INC. for furnishing
Screening Units.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA:


SECTION 1. Certain contracts dated July 11, 1972,
between the City of Fort Wayne, by and through its Mayor and the
Board of Public Works, and BAUER BROTHERS COMPANY, REX CHAINBELT,
INC. and SWECO, INC., for:

Furnishing of Screening Units to be used in
connection with Terminal Pond No. I.

for a cost of:

Bauer Brothers Company	\$ 60,500.00
Rex Chainbelt, Inc.	\$ 39,400.00
Sweco, Inc.	\$138,724.00

SECTION 2. This Ordinance shall be in full force and
effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY


CITY ATTORNEY

Read the first time in full and on motion by Burns seconded by Hinga and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and to the City-Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____ 19____ at _____ o'clock P.M., E.S.T.

Date: July 25, 1972 Charles W. Wisternman
CITY CLERK

Read the third time in full and on motion by Burns seconded by V. Schmidt and duly adopted, placed on its passage. Passed (~~last~~) by the following vote:

AYES <u>8</u>	NAYS _____	ABSTAINED _____	ABSENT <u>1</u> to-wit:
Burns <u>✓</u>	_____	_____	_____
Hinga _____	_____	_____	<u>✓</u>
Kraus <u>✓</u>	_____	_____	_____
Nuckols <u>✓</u>	_____	_____	_____
Moses <u>✓</u>	_____	_____	_____
Schmidt, D. <u>✓</u>	_____	_____	_____
Schmidt, V. <u>✓</u>	_____	_____	_____
Stier <u>✓</u>	_____	_____	_____
Talarico <u>✓</u>	_____	_____	_____

Date 8-8-72 Charles W. Wisternman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning Map) (General) (Annexation) (Special) (~~Appropriation~~) Ordinance (Resolution) No. D-66-72 on the 8th day of August, 1972.

ATTEST: (SEAL)

Charles W. Wisternman John Nuckols
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 8th day of August, 1972 at the hour of 9:00 o'clock 4 M., E.S.T.

Charles W. Wisternman
CITY CLERK

Approved and signed by me this 9th day of August, 1972 at the hour of 3:30 o'clock P. m., E.S.T.

John A. Rutan
MAYOR

Bill No. S-72-07-05

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving contracts with BAUER BROTHERS COMPANY, REX CHAINBELT,
INC. and SWECO, INC. for furnishing Screening Units

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Paul "Mike" Burns - Chairman

Eugene Kraus, Jr. - Vice-Chairman

Donald J. Schmidt

William T. Hinga

Winfield C. Moses, Jr.

Paul M. Burns
Eugene Kraus, Jr.
D.J. Schmidt

W.C. Moses, Jr.

DATE 5-8-72 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

July 12, 1972

58-215-7

Mr. David Keller
City Attorney
1310 Anthony Wayne Bank Building
Fort Wayne, Indiana 46802

Dear Mr. Keller:

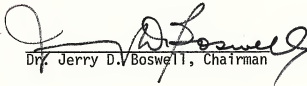
Please prepare an Ordinance to be introduced in the Common Council Tuesday, July 25, 1972 for the following contracts of:

Bauer Brothers Company	\$60,500.00
Rex Chainbelt, Inc.	\$39,400.00
Sweco, Inc.	\$138,724.00

for the furnishing of Screening Units to be used in connection with Terminal Pond No. I. Said contracts have been held contingent upon approval of Federal Funding from EPA. The approval has been given.

Very truly yours,

BOARD OF PUBLIC WORKS


Dr. Jerry D. Boswell, Chairman

JDB/ss

Attachment: contract copies

C O N T R A C T

THIS CONTRACT, made the _____ day of _____, 19____, by and between THE BAUER BROTHERS COMPANY of Springfield, Ohio, hereinafter called the "Contractor" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, and transportation services required to perform and complete in a workmanlike manner the furnishing of Screening Equipment as described in the Proposal received September 7, 1971, for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by Henry B. Steeg & Associates, Inc., Engineers, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of

SIXTY THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 60,500.00).

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal and Proposal Supplements
3. Advertisement
4. Specifications, Including Addendum No. 1
 - a. Information for Bidders
 - b. Detailed Specifications
5. Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. TIME OF COMPLETION. The Contractor hereby agrees to complete the furnishing of equipment, ready for installation in all respects, within a period of One Hundred Fifty-Two (152) consecutive calendar days from and including the date of this document.

ARTICLE V. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship of screening equipment and appurtenances furnished, which may or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

ARTICLE VI. Guarantee provisions under Article V and all other provisions under this contract shall include the use and benefit of any assignee of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

Attest:

Eugene B Kunk

Gen. Treas.

Title

THE BAUER BROTHERS COMPANY

Contractor

By Dennis J. Smith

Controller

Title

(SEAL)

Attest:

Edna L. Smith, Clerk

Board of Public Works

Title

CITY OF FORT WAYNE, INDIANA

By

Ronald E. Brown

Mayor

Board of Public Works

JUL 11 1972

C O N T R A C T

THIS CONTRACT, made the _____ day of _____,
19____, by and between REX CHAINBELT, INC., of Milwaukee, Wisconsin,

_____ hereinafter called the "Contractor" and the
CITY OF FORT WAYNE, INDIANA _____, a municipal corporation, hereinafter
called the "Owner", WITNESSETH, that the Contractor and the Owner, for the
consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, and transportation services required to perform and complete in a workmanlike manner the furnishing of Screening Equipment as described in the Proposal received September 7, 1971, for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by Henry B. Steeg & Associates, Inc., Engineers, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of

THIRTY NINE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$ 39,400.00).

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal and Proposal Supplements
3. Advertisement
4. Specifications, Including Addendum No. 1
 - a. Information for Bidders
 - b. Detailed Specifications
5. Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. TIME OF COMPLETION. The Contractor hereby agrees to complete the furnishing of equipment, ready for installation in all respects, within a period of One Hundred Fifty-Two (152) consecutive calendar days from and including the date of this document.

ARTICLE V. GUARANTEE. The Contractor, hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship of screening equipment and appurtenances furnished, which may or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

ARTICLE VI. Guarantee provisions under Article V and all other provisions under this contract shall include the use and benefit of any assignee of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.



Attest:

Robert H. Gravelle
President
Environmental Control Group
Title

REX CHAINBELT, INC.
Contractor

By Elmer J. Merten
E. J. MERTEN
Title Manager of Administration

(SEAL)

Attest:

Edward L. Smith, Clerk
Board of Public Works
Title

CITY OF FORT WAYNE, INDIANA

By Ronald L. Bonar
William J. Williams

Board of Public Works

JUL 11 1972

C O N T R A C T

THIS CONTRACT, made the _____ day of _____, 19____, by and between SWECO, INC., of Los Angeles, California, hereinafter called the "Contractor" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, and transportation services required to perform and complete in a workmanlike manner the furnishing of Screening Equipment as described in the Proposal received September 7, 1971, for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by Henry B. Steeg & Associates, Inc., Engineers, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of

ONE HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED

TWENTY FOUR AND NO/100 Dollars (\$ 138,724.00).

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal and Proposal Supplements
3. Advertisement
4. Specifications, Including Addendum No. 1
 - a. Information for Bidders
 - b. Detailed Specifications
5. Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. TIME OF COMPLETION. The Contractor hereby agrees to complete the furnishing of equipment, ready for installation in all respects, within a period of One Hundred Fifty-Two (152) consecutive calendar days from and including the date of this document.

ARTICLE V. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship of screening equipment and appurtenances furnished, which may or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

ARTICLE VI. Guarantee provisions under Article V and all other provisions under this contract shall include the use and benefit of any assignee of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

Attest:

Earl E. Mayer, V.P. & Treas.
Title

SWECO, INC.

Contractor

By

H. W. Wright, Jr., President
Title

(SEAL)

Attest:

Board of Public Works
Title

CITY OF FORT WAYNE, INDIANA

By

Board of Public Works

JUL 11 1972